

# REQUEST FOR PROPOSAL



Department of Executive Services  
Finance and Business Operations Division  
Procurement and Contract Services Section  
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **May 11, 2006**

RFP Title: **Quantifiable Business Case & Recommendation of a Replacement Solution for King County Property Based Systems**

Requesting Dept./ Div.: **King County Department of Assessments**

RFP Number: **130-06RLD**

Due Date: **June 8, 2006 — no later than 2:00 P.M.**

Buyer: **Roy L. Dodman, [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov), (206) 263-4267**

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Wednesday, May 24, 2006**, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section  
Exchange Building, 8<sup>th</sup> Floor  
821 Second Avenue  
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax
Prime Proposer SEDB Certification number (if applicable - see Section II, <a href="#">Part J</a> of this RFP)		

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8<sup>th</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding a *Quantifiable Business Case and Recommendation of a Replacement Solution for King County Property Based Systems* for the *King County Department of Assessments*. These systems support the valuation of property; the assessment, billing and collection of taxes; and the management, billing and collection of other miscellaneous fees in the Department of Assessments and Finance Treasury Operations.

These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *six (6) copies* of the proposal response, data or attachments offered, for *seven (7) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Wednesday, May 24, 2006, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

<http://metrokc.gov/procurement/contact/findus.aspx>.

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Tuesday, May 30, 2006 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov) / *Secondary* – Cathy Betts, Buyer [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov). Questions may also be sent via fax or mail to the address above.

## **SECTION I – GENERAL INFORMATION**

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.

- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Assessments and Finance Treasury Operations, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price / fixed prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP *as issued* by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer  
(206) 263-4266  
[roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov)

or  
Cathy M. Betts / Buyer  
(206) 263-4267  
[cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov)

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* register with the County via the Procurement website. To register,

access "Contact Us" on the left side of the screen, then "Vendor Registration". As this point you will need to submit complete information regarding your company and primary contact, as well as additional information you feel is relevant. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your proposal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.

- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

## **SECTION II – SCOPE OF SERVICES, COMPLETION AND ACCEPTANCE CRITERIA AND PAYMENT**

### **PART A - Preface**

King County recognizes a need to plan for the replacement of systems that currently enable the assessment and valuation of real and personal property, billing and collection of associated taxes, and the management, billing, and collection of other miscellaneous property based fees. Today these processes are supported by a network of independent business applications running in disparate environments across systems maintained in both the Department of Assessment Information Systems (DOA IS) group and the King County Information and Telecommunications Services group (ITS). While the most updated of these systems implements client server technology in an SQL Server environment with Visual Basic 6, the majority of the legacy systems are 25 plus years old and reside in a mainframe environment.

It is critical to the continued operations of both the Assessor's and Treasurer's office that these systems are evaluated, and at minimum the legacy mainframe applications be replaced. Due to the diminishing workforce possessing institutional knowledge behind this system, it has become increasingly difficult to effectively maintain the system from either a cost or time perspective. As the regulatory demands upon these two offices change, there is increasing potential that mandatory changes can not be implemented in a timely enough manner to satisfy critical requirements.

Over the last six years DOA IS has supplemented the Property Based mainframe system by developing, implementing, and supporting multiple stand alone Visual Basic business applications. While these applications are stable, easily maintained, and effectively kept in-line with constantly changing business requirements, this division of core business applications supporting Assessor and Treasurer functions has been done in a manner which has fostered redundant business processes and redundant data stores. Additionally, DOA IS recognizes the forthcoming obsolescence of the VB6 environment and plans to take advantage of the Microsoft .NET framework in the rewrite of existing or development of new information systems internally.

Although a preliminary plan for the replacement of the property tax systems does not elude to an elimination of modular components, it does establish goals for transparent data sharing via the implementation of new integration technologies, and the replacement or re-write of systems so as to compliment one another and eliminate the reliance on multiple systems repetitively performing a single business process. In order to meet these goals, King County understands the benefits of examining its current business processes associated with these systems and identifying those which may be outdated, inefficient, and ultimately candidates for modernization, in conjunction with considering system replacement solutions.

This request for consulting services is to provide King County with the best replacement solution options based on a Quantifiable Business Case that serves as the justification for moving forward with the systems replacement effort.

### **PART B – Business Scope**

The County expects the consultant to develop and deliver recommended Property Based Systems (PBS) replacement solutions and recommended business operations models based on a Quantifiable Business Case effort which considers all business processes and business applications used in support of property appraisal, assessment, billing, and collection of property taxes and the management, billing, and collection of other miscellaneous fees.

While developing the Business Case, the consultant will consider all business processes and business applications within the Assessment and/or Treasury Operations office and within the business scope of this effort, candidates for modification, improvement, or replacement. Business processes and business applications external to those offices, but within the business scope of this effort, will be considered electronic interface or integration candidates.

The scope of this project covers King County business areas listed below: Each business area covers multiple business functions as listed in the sub sections below. The scope includes the operations of all agencies

internal or external to King County that provide data leading up to the assessment and collection of property tax and the management and collection of other miscellaneous fees.

## **1. Property Valuation and Tax Assessment Business Area**

### **a. Business functions**

- Maintain Property Characteristics
- Maintain Property Boundaries via GIS
- Perform Residential Real Property Market Valuation
- Perform Commercial Real Property Market Valuation
- Perform Personal Property Market Valuation
- Establish New Construction Values
- Establish Taxable Values
- Perform Sales Verification
- Apply Tax Exemptions
- Calculate and Manage Levy Rates
- Generate an Assessment Roll
- Process Appeals to the Assessment Roll
- Make Adjustments to the Assessment Roll
- Respond to Requests for Information: Reporting; On-Line Queries; Public Portal Access

## **2. Special Assessments/Fees**

### **a. Business functions**

- Manage and Collect Local Improvement Districts and Maintenance Assessments
- Manage Fees: Surface Water Management; Fire Benefit; Noxious Weed; Soil Conservation
- Collect State Fire Assessment (Forest Patrol)
- Collect Seattle Drainage Utility Fee
- Collect Abatements
- Other Special Assessments as Assigned

## **3. Collection of Property Tax and Fees**

### **a. Business functions**

- Maintain Tax Payer and Other Points of Contact Information Associated With a Tax Bill
- Generate Annual Real Property Tax Statement
- Generate Annual Personal Property Tax Statement
- Process Property Tax and Other Fee Payments Included on the Tax Statement
- Generate Modifications To Annual Tax Roll
- Collect Current and Delinquent Taxes and Fees
- Establish General Ledger Accounts Receivable and Provide Daily Balancing to Tax System
- Initiate Distribution of Tax and Fees
- Process Refunds
- Respond to Requests for Information: Reporting; On-Line Queries; Public Portal Access

## **PART C – Scope of Work**

### **1. Description**

It is the intention of King County, by means of the Quantifiable Business Case, to establish justification and obtain necessary approval and appropriations to move forward with solution design and implementation. The business case will consider arguments which highlight the benefits of system replacement based on both cost benefit and risk avoidance perspectives. In building the business case, due consideration will be given to current business processes, current use of technology, and existing strategic technology plans in comparison to current trends in similar systems and the technology infrastructure which supports their suc-

successful implementation. Through the completion of tasks and deliverables defined below, the Quantifiable Business Case must bring further clarification to:

- a. The Existing Business Problem
- b. Project Vision and Goals
- c. Project Background and History
- d. Project Constraints and Dependencies
- e. Business Objectives of the Project
- f. The Project Risks
- g. A Recommended Solution
- h. The Project Governance Structure
- i. Recommended Project Staffing
- j. Project Architecture and Interoperability
- k. Anticipated Project Benefits
- l. Other Impacts

## 2. Task 1: Assessment of Existing Environment

The County requires the consultant to study and document current business processes and the technology infrastructure which supports them, for each of the business areas and associated subject areas within the business area. The following are the major tasks and deliverables of the Assessment:

- a. Analyze and document current business processes and associated technology infrastructure, based on existing documentation and interviews with Core Project representatives.
- b. Assess the effectiveness of current business processes and associated technology infrastructure. Identify strengths, weaknesses, and opportunities to streamline business processes and strengthen the technology infrastructure. Specifically address the effectiveness of existing data stores, the management of replicated data across various system environments, and the ability of the current applications to accommodate dynamic business requirements brought about by regulatory changes.
- c. Define the maintenance and operations cost associated with the technology infrastructure currently supporting business processes within the Assessor and Treasurer functional areas.
- d. Deliverables:

- ***Current Business Process Model***

Displays an understanding of the current Business Processes which support the valuation of real and personal property, the assessment, billing, and collection of property taxes, and the management, billing, and collection of other miscellaneous fees in King County.

- ***Current Technology Infrastructure Model***

Displays an understanding of the underlying technology infrastructure which supports the business applications used in the valuation of real and personal property, the assessment, billing, and collection of property taxes, and the management, billing, and collection of other miscellaneous fees in King County.

- ***Report on Existing Environment***

A white paper that describes the effectiveness of current business processes and the associated technology infrastructure, which identifies strengths, weaknesses, and opportunities to streamline business processes and strengthen the technology infrastructure. Identify the risks associated with continuing to do business within the parameters of the existing environment.



### 3. Task 2: Research and Review

The County requires the consultant to research and review replacement options for existing systems that support the Assessment and Treasury Operation Offices, in the valuation of real and personal property, the assessment, billing, and collection of property taxes, and the management, billing, and collection of other miscellaneous fees. The County understands that a broad range of replacement options exist and may include to varying degrees, a combination of components obtained through the acquisition of Commercial off the Shelf products, in-house development, and vendor provided custom built business applications.

- a. Research and review available Commercial off the Shelf products which may reasonably accommodate the valuation of real and personal property, the assessment, billing, and collection of taxes, and the management, billing, and collection of other miscellaneous fees in King County. Consider products which support one or more of the functional business areas within the scope of the Property Based Systems (PBS) Replacement project.
- b. Research and review business process and technology trends in taxing jurisdictions across the nation. Evaluate the manner in which jurisdictions comparable by functionality and/or workload are implementing stable and reliable new technology infrastructures to streamline business processes, increase the accuracy of their data, and better support their tax constituents.
- c. Report on proven technology trends. The County requires that the consultant discuss current technology trends, identifying those technologies most likely to provide long term stability, interoperability, and extensibility. Specific areas of interest are operating environments, development platforms, data storage/retrieval, systems integration, business intelligence, and communications.
- d. Deliverables:

- ***Report on Available Commercial off the Shelf products***

Overview of available vendors and vendor Tax Assessment and Collection products. Highlights product features which differentiate one product from the others and concentrates on those features most pertinent to King County goals.

- ***Report on Recently Implemented Technology Upgrades in Other Tax Jurisdictions***

Identifies tax jurisdictions that have recently upgraded their Tax Assessment and Collection systems. Defines functional or demographic attributes which makes the jurisdiction a candidate for comparison. Provides an overview of the systems used in support of property appraisal and property tax assessment and collection.

- ***Report on Proven Technology Trends***

Identifies current technology trends most likely to provide King County with long term stability, interoperability, and extensibility.

### 4. Task 3: Recommendation

The County requires the consultant provide multiple replacement alternatives. These alternatives must offer an agile technology environment that sets the stage for innovative change to current business processes and allows the County to move confidently into the future as an efficient executor of public service.

- a. Produce at least two solution alternatives. Identify the origin of each component within the proposed architecture. (Custom build in-house; Custom build vendor; Existing component as is; COTS product) Although COTS components need not be vendor specific at this point, the 'Report on Available Commercial off the Shelf products' deliverable, in task (2) above, must include viable product options for these components. An understanding exists that the status-quo is not a feasible solution option.
- b. Document the pros and cons of each replacement alternative. Describe quantitative and qualitative benefits of each recommendation.
- c. Deliverables:

- ***Logical Systems Architectural Diagram***

For each solution alternative, this diagram models the systems replacement architecture at an executive level. The diagram documents the general nature of components that make up the overall infrastructure. It will identify each business application and interface as a commercial product, a vendor custom built component, or an in house build. If data storage is not centralized in the replacement alternative, the diagram will show each data set and demonstrate the recommended approach to data sharing. Business and public users will be represented on the diagram along with a generalized description of the communications and security components which allow them access to the business applications and associated data set(s).

- ***Physical Systems Architectural Diagram***

For each solution alternative, detailed technical components of the architecture are represented in the physical model. This diagram shows all hardware and software components within the planned infrastructure, where they will reside, how they will communicate, what makes them secure, and who has the responsibility for maintaining them. The model defines interface plans for external dependent entities. It demonstrates how the development, test, and production environments support all business application areas.

- ***Recommendation White Paper***

Describe the quantitative and qualitative benefits of each recommendation over the existing County functional processes and business applications. Project implementation costs, implementation timeframes, and long term maintenance costs associated with each recommendation. Assure that the recommendations fall within reasonable parameters, assumptions, and constraints which have been pre-defined by the County. Describe the criteria and logic that the County should apply when selecting a solution.

## **5. Task 4: Business Case**

The County requires that the consultant's analysis, research, and recommendation tasks culminate in a final Quantifiable Business Case deliverable. This serves as a synopsis of the consultants review and clearly identifies the benefits of implementing a single and preferred recommended solution, as defined in the scope of this project, and as identified in the 'Recommendation'. The business case should include at a minimum the following components:

- Clearly describe both qualitative and quantitative benefits that would be realized upon implementation of a recommended replacement alternative. Include process and/or technology inefficiencies that may be resolved by a system replacement effort, as well as a cost benefit analysis of the replacement solution.
  - Document the Cost Benefits to the County realized from the implementation of a replacement solution alternative. Document payback to the County through ROI and other appropriate measures.
  - Provide cost estimates of implementing a recommended replacement solution. Include costs associated with Project Management, Project Planning, Procurement, Software, Hardware, Implementation and Associated Services, as well as the periodic cost of ongoing maintenance, support and product upgrades. Costs should include an estimated total cost of ownership (TCO) over a 10 year period.
  - Identify assumptions used in the business case and/or constraints around which the recommended solutions have been proposed.
  - Identify likely risks associated with the implementation process and the implementation of a replacement solution alternative. Describe appropriate mitigation measures and costs associated with the mitigation measures.
- d. Deliverable:

- **Quantifiable Business Case**

**PART D – Additive Scope of Work**

With the understanding that the Quantifiable Business Case, resulting from this effort, establishes justification to move forward, and necessary approval and appropriations are in place for the solicitation of replacement system proposals, the County intends to employ contract consulting services throughout the vendor and/or product selection process. This effort will assist in the documentation of detailed technical and functional requirements, the setting of vendor/product selection criteria, the publishing of a Request for Proposal, the generation of vendor/product demonstration scripts, and the preparation of the final and negotiated contract Statement of Work.

The potential exists that this additive Scope of Work is negotiated by means of an amendment to the contract resulting from this RFP.

**PART E – Completion and Acceptance Criteria**

Each deliverable, and work product within the deliverable, is followed by the criteria that will be used in determining deliverable completion and acceptance.

**1. Deliverable 1: Assessment Report****a. Work Product 1.1: Assessment Report**

- Is delivered in the format agreed on in the proposal and contract negotiation process
- Is delivered within the timeline specified in the payment schedule
- Is inclusive of the scope as documented in Section II, Part B, the 'Business Scope', of this document
- Identifies the effectiveness of current operations
- Identifies stability and reliability points in regards to the current technology infrastructure
- Includes costs associated with the ongoing maintenance and support of the technology infrastructure which currently enables Assessor and Treasurer business processes as defined in Section II, Part B, the 'Business Scope', above

**b. Work Product 1.2: Business Process Model**

- Is delivered in the format agreed on in the proposal and contract negotiation process
- Is delivered within the timeline specified in the payment schedule
- Is inclusive of the scope as documented in Section II, Part B, the 'Business Scope', of this document
- Completely and accurately documents current business processes

**c. Work Product 1.3: Technology Infrastructure Model**

- Is delivered in the format agreed on in the proposal and contract negotiation process
- Is delivered within the timeline specified in the payment schedule
- Is inclusive of the scope as documented in Section II, Part B, the 'Business Scope', of this document
- Completely and accurately documents current technology infrastructure

**2. Deliverable 2: Research and Review Findings****a. Work Product 2.1: Report on Available Commercial off the Shelf products**

- Is delivered in the format agreed on in the proposal and contract negotiation process
- Is delivered within the timeline specified in the payment schedule
- Identifies a minimum of 20 product vendors
- Includes a brief background statement on each product vendor
- Includes a brief description of each product

- b. Work Product 2.2: Report on Recently Implemented Technology Upgrades in Other Tax Jurisdictions
  - Is delivered in the format agreed on in the proposal and contract negotiation process
  - Is delivered within the timeline specified in the payment schedule
  - Reports on a minimum of ten jurisdictions that have upgraded the technology and/or replaced systems that support the Tax Assessment and Collection processes within the last five years
  - Preference is given to reporting on jurisdictions that are comparable to King County in both business processes and workload
  - Includes point of contact information for jurisdiction
  - Includes demographic information used as a basis for comparison
  - Includes a brief description of each tax jurisdiction's recently upgraded or replaced Tax Assessment and Collection systems
- c. Work Product 2.3: Report on Proven Technology Trends
  - Is delivered in the format agreed on in the proposal and contract negotiation process
  - Is delivered within the timeline specified in the payment schedule
  - Describes current technology trends specific to the areas of operating environments, development platforms, data storage/retrieval, systems integration, business intelligence, and communications
  - Identifies technologies most likely to provide long term stability, interoperability, and extensibility

### 3. Deliverable 3: *Recommendation Report*

King County reserves the right to validate consultant recommendations, internally or through the use of a third party consultant, and request clarification on areas of the recommendation that are indistinct or unclear

- a. Work Product 3.1: Recommendation White Paper
  - Is delivered in the format agreed on in the proposal and contract negotiation process
  - Is delivered within the timeline specified in the payment schedule
  - Addresses the scope as documented in Section II, Part B, Business Scope, of this document
  - Includes a minimum of two replacement solution alternatives
  - Describes the recommended business operational models inclusive of business processes as well as the associated technology infrastructure
  - Describes the changes from the current business model to the recommended model or models
  - Compares the pros and cons of each replacement alternative
  - Describes the quantitative and qualitative benefits of the recommended model over the other options
  - Identifies the County's roles and responsibilities toward implementation and maintenance of all components within proposed architecture
- b. Work Product 3.2: Logical Systems Architecture Diagram
  - Delivers diagrams supporting a minimum of two replacement solution alternatives
  - Is delivered in the format agreed on in the proposal and contract negotiation process
  - Is delivered within the timeline specified in the payment schedule
  - Addresses the scope as documented in Section II, Part B, Business Scope, of this document
  - Represents an executive level model of architecture components
  - Identifies the origin of each component (IE: COTS, Custom Build, Etc.)
  - Identifies primary data stores and their recommended location
  - Identifies primary business applications and their recommended location
  - Identifies primary integration and system interface points
  - Identifies business and public users
  - Provides a generalized description of the communications and security components which allow all users access to the business applications and associated data set(s)

c. **Work Product 3.3: Physical Systems Architecture Diagram**

- Delivers diagrams supporting a minimum of two replacement solution alternatives
- Is delivered in the format agreed on in the proposal and contract negotiation process
- Is delivered within the timeline specified in the payment schedule
- Addresses the scope as documented in Section II, Part B, Business Scope, of this document
- Represents an all inclusive technically detailed model of hardware and software components that make up the proposed replacement solution architecture
- Displays roles and responsibilities for implementation and subsequent maintenance of replacement solution
- Clearly defines integration and/or systems interface methodology required with external systems or data stores
- Meets King County guiding principles for Information Technology

**4. Deliverable 4: Quantifiable Business Case**

a. **Work Product 4.1: Quantifiable Business Case**

- Is delivered in the format agreed on in the proposal and contract negotiation process
- Is delivered within the timeline specified in the payment schedule
- Addresses the scope as documented in Section II, Part B, Business Scope, of this document
- Addresses the effectiveness of current operations and technology as reported in Deliverable (1), The Assessment Report
- Targets a preferred solution identified in Deliverable (3), The Recommendation White Paper
- Identifies process and/or technology inefficiencies that may be resolved by a system replacement effort
- Clearly describes both qualitative and quantitative benefits that would be realized upon implementation of the preferred replacement alternative
- Identify assumptions used in the business case and/or constraints around which the preferred solution was proposed
- Identifies likely risks associated with the implementation the preferred replacement solution
- Describes appropriate risk mitigation measures and costs associated with the mitigation measures
- Provides cost estimates of implementing the preferred replacement solution
- Include costs associated with Project Management, Project Planning, Procurement, Software, Hardware, Implementation and Associated Services
- Identifies the periodic cost of ongoing maintenance, support and product upgrades extended to the total cost of ownership (TCO) over a 10-year period

**5. Executive Level Presentations**

Include a minimum of five executive level presentations to an audience to be defined by the PBS Replacement Steering Committee following the delivery of the Quantifiable Business Case.

**6. Payment**

A payment and payment schedule, negotiated between King County and the selected Consultant, shall be included as a part of the contract award.

**7. Duration of Work**

The County expects that the work should begin in June of 2006. Target completion date for the recommendation and Quantifiable Business Case is December of 2006.

**PART F – Minimum Professional Qualifications**

Qualified Consultants will demonstrate expertise in the following areas:

- Project Planning
- Management and Operations Planning

- Business Process Analysis
- Requirements Definition
- Alternatives Analysis and Feasibility Analysis
- Architecture and Design
- Application Development
- Implementation Planning
- Information Technology Support
- IT Solutions provided in one or more of the following technologies:
  - Networks
  - Wireless
  - Systems (i.e. hardware, equipment)
  - Integration and Middleware
  - Software\Applications

In addition to the technical qualifications, it is desirable that the respondent has functional expertise and experience working with the valuation of property and the assessment, billing, and collection of property taxes.

## **PART G – Proposal Format**

This section describes the required format and content of the Proposal. All proposals shall consist of the numbering scheme, order, and section titles outlined below. Proposals must be specific, detailed and straightforward using clear, concise, and easily understood language.

### **1. Vendor Profile**

#### **a. Executive Summary**

The Executive Summary will provide the respondent's statement of understanding of the County requirement and summarize how their proposal meets the County requirement as stated. This should be a high level overview touching upon all aspects of the vendor's ability to fulfill the requirements and intent of this RFP, limited to two pages.

#### **b. Vendor Corporate Profile**

This section must provide a brief overview of the vendor's company, and any partners or subcontractors proposed in this RFP, including discussions of:

- History
- Headquarters location
- Names of CEO and CFO
- Number of employees
- Organizational and Corporate Strategy
- Mission Statement

#### **c. Professional Qualifications**

Vendor is required to have experience in performing professional consulting services related to operations and systems modeling and quantifiable business case development for information technology as described in Section II, Part F of this document, 'Minimum Professional Qualifications', limited to three pages.

- #### **d. Vendor will provide a synopsis of professional experience that clearly qualifies them, or their identified sub-contractor, to perform the work as described in this RFP, limited to four pages.**

### **2. References**

Each Vendor must provide a minimum of three client references with which they have provided like consulting services related to operations and system modeling and quantifiable business case development for information technology. Include a brief description of the work performed, indicating when

it was performed and how their project was similar to the work proposed for King County. List the client organization name and, names, titles, and phone numbers of point(s) of contact within the client organization that may be contacted.

### **3. Financial Data**

Vendor must include a statement describing the current financial condition of vendor's company. Include, as an attachment to the proposal, vendor's most recent financial annual report.

### **4. Ability to Meet Terms and Conditions**

The County requires that the respondent identify their ability to meet the contract terms, conditions, and requirements defined by this RFP in section II and beyond. Preference will be given to respondents with the ability to meet the terms and conditions. If vendor is unable to agree to these terms and conditions, a list of exceptions with explanation should be provided.

### **5. Vendor Response to Scope of Work**

For each of the tasks listed below and defined in Section II, Part C, the 'Scope of Work', the vendor should describe in detail: Limit response to each task to ten pages.

- Proposed approach, methodology, and work plan
- Proposed staffing resources, include resumes in an attachment to the proposal
- Professional experience specific to the task
- County staffing expectations
- Additional County Resources, IE: Workspace and/or tools
- Submit sample deliverable documents in an attachment to the proposal
- Estimated duration of task in hours. Breakdown on-site and off-site time
- Itemized costs associated with the completion of this task
- Response to the 'Additive Scope of Work', Section II, Part D, is optional and can be less detailed than the response to other Scope of Work tasks.
  - a. Task 1 - Assessment of Existing Environment
  - b. Task 2 - Research and Review
  - c. Task 3 - Recommendation
  - d. Task 4 - Business Case
  - e. Additive Scope of Work (optional response)

### **6. Detailed Project Plan**

Vendor is required to submit a detailed project plan which clearly shows a well thought out approach to accomplishing the Scope of Work tasks defined in Section II Part C of this RFP. This plan will show task and milestone descriptions, schedules, dependencies, and resources. The project plan should align directly with the Vendor's methodology and approach described for each task in Section II, Part G, Paragraph 5, 'Vendor Response to Scope of Work'.

### **7. Total Project Costs**

Vendor is required to provide a total proposed cost along with a suggested payment schedule which itemizes costs by individual tasks and other additional expenses.

## **PART H – Proposal Evaluation and Contract Award**

### **1. General**

Proposals shall be evaluated and ranked by the PBS Replacement Planning Committee on the basis of the criteria established in this RFP. If deemed necessary by the Committee, highest ranked vendors may be required to participate in an interview process, provide an oral presentation, or provide other types of proposal clarifications.

## 2. Minimum Qualifications

### a. Minimum Vendor Qualifications

The PBS Replacement Planning Committee will accept proposals only from responsible vendors. In order to qualify as a responsible vendor, a respondent must meet the following standards of professional competence and suitability:

- Have adequate personnel and financial resources for performance, or have the ability to obtain such resources, as required during performance.
- Have the necessary experience, organization, professional skills and facilities necessary to satisfactorily perform under the PBS Replacement, Quantifiable Business Case contract.
- Demonstrate the qualifications of the proposed Project Leader and assure his or her principal involvement in the project.
- Have a satisfactory record of performance in developing and implementing similar projects.
- Be an Equal Opportunity Employer.
- Have the requisite eligibility to receive an award under applicable laws and regulations.

### b. Minimum Proposal Qualifications

Vendor proposals must meet the following minimum qualifications. Vendor proposals not meeting minimum qualifications will not be scored and will be eliminated from the process. The proposal, as well as the proposed team, is subject to these initial qualification points.

- Proposal was received on or before proposal receipt deadline
- Proposal is formatted as requested by this RFP
- Proposal verbiage is clear and comprehensive

## 3. Evaluation Criteria

The PBS Replacement Planning Committee will evaluate all proposals meeting minimum proposal qualifications based on the following criteria:

- Vendor's profile supports the County's business objective
- Vendor's ability to meet the County's business requirements
- Overall cost of the products and services to be provided
- Experience with projects similar to this RFP
- Responsiveness to this RFP
- References

The proposals shall be reviewed solely on the information received in the written response. As a result of this review, the PBS Replacement Planning Committee may require vendors submitting the highest ranked proposals to participate in an interview process, provide an oral presentation, or provide other types of proposal clarifications.

Submission of a proposal implies the respondent's acceptance of the evaluation criteria and process and recognition that subjective judgments may be made by the PBS Replacement Planning Committee.

## 4. Proposal Scoring

The PBS Replacement Planning Committee shall score each proposal on the comprehensiveness and competence of the Vendor's response and/or on additional available relevant information. The criterion used in evaluation of proposals has been weighted. Total available points in each of the key response areas are defined in the matrix below.

Description	Points
-------------	--------



	Available
<b>Vendor Information</b>	<b>20</b>
Vendor Profile	
References	
Financial Data	
Ability to meet Terms and Conditions	
<b>Vendor Response to Scope of Work</b>	<b>50</b>
TASK 1. Assessment of Existing Environment	
TASK 2. Research and Review	
TASK 3. Recommendation	
TASK 4. Quantifiable Business Case	
Additive Scope of Work (optional)	
<b>Detailed Project Plan</b>	<b>20</b>
<b>Total Project costs</b>	<b>10</b>
<b>SEDB (See Part J)</b>	<b>10</b>
<b>Total Proposal Evaluation Points Possible</b>	<b>110</b>

## 5. Vendor Selection and Contract Award

As a result of the proposal review and potential interview or presentation process, the PBS Replacement Planning Committee will identify the highest ranked proposals and forward their recommendation for a finalist or finalists to the PBS Replacement Steering Committee. The Steering Committee reserves the right to schedule additional follow up interview or on-site presentations with those vendors identified by the Planning Committee. The Steering committee will finalize the vendor selection and the County will move forward with developing a contract with the finalist. If the County and the finalist are unable to agree to contract terms and conditions, the County reserves the right to terminate negotiations with the finalist and initiate negotiations with another respondent.

## PART I – PBS Replacement Quantifiable Business Case RFP Schedule

<b>Event</b>	<b>Date</b>
Public announcement of Request for Proposals Advertisement	May 11, 2006
Pre-proposal conference, 10:00 a.m.	May 24, 2006
Deadline for submitting additional -proposal questions	May 30, 2006
Addendum Issued if needed	June 1, 2006**
<b>Proposal receipt deadline, no later than 2 p.m.</b>	June 8, 2006
Complete proposal evaluations	June 19, 2006 **
Notification to highly ranked respondents	June 21, 2006 **
Potential respondent interviews and oral presentations	June 26 & 27, 2006 **
Final vendor selection	June 29, 2006 **

\*\*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

## PART J – King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of rating points in the award of

King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SEDB by King County's Business Development and Contract Compliance Office.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the BDCC office at (206) 205-0711.

In the evaluation of proposals, ten points will be allotted for SEDB participation. King County will count only the participation of SEDBs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

1. If the Prime submitter is a SEDB firm that anticipates performing work for the entire contract unassisted and includes the SEDB certification number on page one of this submittal.
2. If the Prime submitter is not an SEDB but will use SEDBs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SEDB Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SEDB participation shall be counted only for SEDBs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SEDB has the management and technical expertise to perform using its own workforce and resources.

### SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

#### PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
  - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application thereof, which indicates any discrimination unless based upon a bona fide occupation qualification;
  - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
  - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
  - 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any

advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or

7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

## **PART 2: REQUIRED SUBMITTALS**

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
  1. A Personnel Inventory Report on the form provided by the County.
  2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
  3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

## **PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves

federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

#### **PART 4: REQUIREMENTS DURING WORK**

##### **A. Site Visits**

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

#### **PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990**

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

## **SECTION IV - GENERAL CONTRACT REQUIREMENTS**

### **PART 1: TERMINATION CLAUSES**

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

### **PART 2: INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or

representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **PART 3: INSURANCE**

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected consultant shall furnish Automobile Liability with a limit of \$1,000,000.

**Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

### **PART 4: CORRECTIVE ACTION**

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;

- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

## **PART 5: ASSIGNMENT/SUBCONTRACTING**

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

## **SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS**

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: <http://metrokc.gov/procurement/forms/eb.aspx>.

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

- C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet



performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

**D. Proprietary Rights**

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

**E. Supported Employment Program**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

**SECTION VI - MAINTENANCE OF RECORDS/AUDITS**

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-

133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

## SECTION VII – REQUIRED FORMS


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) or [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov).

## SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Six (6) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

<b>URGENT – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
 <b>King County</b>	King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
<b>Bid No.</b>	<b>RFP 130-06RLD</b>
<b>Bid Title</b>	<b>Quantifiable Business Case – King County Assessments</b>
<b>Due Date</b>	
<b>Vendor</b>	